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SECTION B-SUPPLIES OR SERVICES/PRICES

The contractor must provide all equipment, management, materials, supervision, supplies, and other items and services necessary to coordinate, perform, schedule, and assure effective performance of rent comparability studies for multifamily (MF) properties according to the terms and conditions of the contract. The contractor will perform the services (i.e. projects) in the **West Region: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, North Dakota, Oregon, South Dakota, Washington, and Wyoming** served by HUD's MF Housing Regional Office, West Region.

PRICING FOR Rent Comparability Studies

Rent Comparability Studies: The prices for routine Rent Comparability Studies and Post Rehab Studies must include all technical and clerical services, materials, supplies, reviews, reports, communications, HUD Rent Comparability tasks, time, travel, printing, photographic expenses, postage, courier fees and other fees related to the delivery of information to HUD, general oversight, general and administrative costs, fringe benefits, and profit/fee:

Following are the estimated quantities of Rent Comparability Studies and Post Rehab Studies inspections for all the states in the **West Region: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, North Dakota, Oregon, South Dakota, Washington, and Wyoming**

CLIN	Description	Quantity	Unit	Unit Price	Amount
0001	Rent Comparability Studies: Year One (Effective date of the contract to one year thereafter)	*49			
0002	Post Rehab Studies: Year One (Effective date of the contract to one year thereafter)	*10			
0003	Rent Comparability Studies: Year Two (One year after date of the contract to two year thereafter)	*49			
0004	Post Rehab Studies: Year Two (One Year after date of the contract to two year thereafter)	*10			
0005	Rent Comparability Studies: Year Three (Two Years after date of the contract to Three years thereafter)	*49			
0006	Post Rehab Studies: Year Three (Two Years after date of the contract to Three years thereafter)	*10			
0007	Rent Comparability Studies: Year Four (Three Years after date of the contract to Four year thereafter)	*49			
0008	Post Rehab Studies: Year Four (Three Years after date of the contract to Four years thereafter)	*10			
0009	Rent Comparability Studies: Year Five (Four Years after date of the contract to five year thereafter)	*49			
0010	Post Rehab Studies: Year Five (Four Years after date of the contract to Five years thereafter)	*10			
Grand Total					

***The estimated quantities are for informational purposes only.**

SECTION C - DESCRIPTION/SPECIFICATIONS

Performance Work Statement (PWS)

Rent Comparability Study (RCS) Services
For The Department of Housing and Urban Development –PWS

1/16/15

Version 1.4

PERFORMANCE WORK STATEMENT (PWS)

RENT COMPARABILITY STUDY (RCS) SERVICES FOR HOUSING- PWS

C.1 GENERAL

The Department of Housing and Urban Development (HUD), The Office of Housing is seeking contractor services to provide required Rent Comparability Study (RCS) Services.

C.1.2 BACKGROUND

As a requirement for renewal under Section 524(a) of the Multifamily Assisted Housing Reform and Affordability Act, (MAHRA), most project Owners with expiring Section 8 project-based contracts must submit a RCS at initial renewal to demonstrate that current rents are at or below comparable market rents. Beginning with the date of the initial renewal of the expiring Section 8 project-based contract, the RCS will start a maximum five-year “life cycle” before a new RCS is required. In order to respond to this requirement, property owners hire an appraiser and submit a RCS to HUD. The Section 8 Renewal Policy Guide (Guide) requires that HUD, under certain circumstances, secure third-party appraisers who will create a RCS for comparison with the owner’s RCS. Each RCS will also be reviewed by HUD or Performance Based Contract Administrator using the criteria in Chapter 9 of the Section 8 Renewal Policy Guide (Guide)

The housing market rents resulting from these studies determine how much property owners can receive and greatly influences whether a property owner will renew and continue providing project-based assisted housing, or opt-out of the Section 8 contract and convert to unassisted market rent housing. The market rents set in these studies also drive HUD's outlays for Section 8 project-based subsidy.

C.1.3 OBJECTIVE

This requirement seeks third-party appraisers to prepare RCSs, in accordance with Chapter 9 of the Guide. The Guide requires that the RCS establish market rents for the project in its current condition (“as-is”) rents. If the RCS is being created as part of a Capital Repairs Program described in Chapter 15 of the Guide, then the RCS must establish not only the “as-is” market rents but also the “after-rehab” rents that consider the improvements and upgrades as part of the capital repairs to the project.

C1.4 CONSTRAINTS

1. The RCS must be prepared by, or under the direction of, a Certified General Appraiser who meets all of the qualifications listed in Section 9-8 of the Guide. The appraiser shall sign and take full responsibility for the study; however, appraisal assistants may contribute to any of the tasks if the assistant is employed by the same firm as the appraiser and the study identifies the roles the assistant appraiser performed.
2. The contractor shall not employ or subcontract with any person who is a current or former civilian employee of the U.S. Government if the employment of that person would create a conflict of interest, an appearance of any conflict, or otherwise conflict with Federal or HUD ethics rules. The contractor shall be responsible for resolving any actual or appearance of a conflict of interest and shall not rely on HUD to resolve the issue through reassignment of workload or any other means.
3. The contractor shall identify key personnel who will be performing the rent comparability studies. A copy of their license will be submitted with the quote package.
4. The contractor shall identify key personnel that have specialized training or education when the quote package is submitted.

C.1.5 DESCRIPTION OF SERVICES

The Office of Housing is seeking a contractor to perform the following tasks:

- a. Preparation of Rent Comparability Studies
- b. Inspect and Analyzing the subject Section 8 projects
- c. Selecting comparable projects to the subject projects. Collecting and documenting data on comparables
- d. Inspecting the subject and comparables
- e. Computing an adjusted rent for each primary unit type
- f. Using the adjusted rents to derive a market rent

C.1.5 GENERAL INFORMATION

C.1.5.1 NON-PERSONAL SERVICES

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer (CO) immediately.

C.1.5.2 BUSINESS RELATIONS

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

C. 1.5.3 PERIOD OF PERFORMANCE: The Period of Performance shall be for five years.

C. 1.5.4 PLACE OF PERFORMANCE: The services to be performed under this contract shall be performed at the following locations:

For the West Region, based in San Francisco the states include: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, North Dakota, Oregon, South Dakota, Washington, and Wyoming

C.1.5.5 HOURS OF OPERATION:

The Contractor is responsible for submitting the RCS document on time and to HUD between the hours of 8:00 am-4:30 pm, Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closing, or similar Government directed facility closings.

C. 1.5.6 CONTRACTOR PERSONNEL, DISCIPLINES, AND SPECIALTIES

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources.

The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

C. 1.5.7 POST AWARD CONFERENCE: The Contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The Government intends to convene a Post Award Conference with the Contractor within ten business days after contract award. The Contracting Officer will notify the Contractor of the specific date, location and agenda.

C. 1.5.7.1 STATUS MEETINGS: The Contracting Officer, Government Technical Representative (GTR) and other Government personnel, as appropriate may meet periodically with the Contractor to review Contractor performance, requirement status, etc. At these meetings, the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance or progress of the requirement. The Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government. Post award conference and subsequent meetings may be held via teleconference.

C.1.5.8 CONTRACTOR TRAVEL: HUD will not reimburse the Contractor for travel for Rent Comparability Studies (RCS). The Contractor must provide all necessary travel in the performance of the PWS.

C.2 DEFINITIONS, ACRONYMS, APPLICABLE DOCUMENTS/PUBLICATIONS

C.2.1 DEFINITIONS

Business/Work Days Every official work day of the week which are days between and including Monday to Friday. This does not include public holidays and weekends.

Calendar Day Any day of the week.

Continental United States (CONUS) The 48 contiguous States and the District of Columbia.

Contractor A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

Contracting Officer (CO) A person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: the only individual who can legally bind the Government.

Defective Service A service output that does not meet the standard of performance associated with the Performance Work Statement.

Deliverable Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports

Government Technical Monitor (GTM) An individual designated by the Contracting Officer to assist in providing technical direction and monitoring performance under the contract.

Government Technical Representative (GTR) An employee of the U.S. Government appointed by the Contracting Officer to perform contract administration activities in regard to technical issues. This individual has authority to provide technical direction to the Contractor as long as direction is within the scope of the contract, does not constitute a change and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

Inherently Governmental Functions Activities that require either the exercise of discretion in applying Government authority, or the making of value judgments in making decisions for the Government.

Key Personnel Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel clause. When key personnel are used as an evaluation factor in best value procurement, offerors can be rejected if they do not have firm commitments from the persons that are listed in the proposal.

Non-personal Services Contract A contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

Performance Requirements Summary (PRS) A listing of the performance requirements under the contract that are to be evaluated by the Government on a regular basis, performance indicators for these requirements, performance standards for these requirement and surveillance methods to be used to determine if performance standards are met (and optionally, any maximum payment for meeting the acceptable quality level (AQL) and any deduction from payment for not meeting the AQL).

Performance Standard The Contractor's performance level required by the Government. This is also known as the acceptable quality level (AQL).

Performance Work Statement (PWS) A statement of work for performance based acquisitions that describe the required results in clear, specific and objective terms with measurable outcomes.

Physical Security Actions that prevent the loss or damage of Government property.

Quality Assurance (QA) Policies and procedures adopted by the Government to ensure that supplies and services acquired under Government contracts conform to the contract's quality requirements.

Quality Assurance Surveillance Plan (QASP) A plan describing how the agency will survey, observe, test, sample, evaluate and document the contractor's performance in meeting critical performance standards identified in the contract.

Quality Control (QC) All necessary measures taken by the Contractor to assure that the quality of an end product of service shall meet contract requirements.

Rent Comparability Study (RCS) A document prepared by a licensed appraiser that estimates the "market" rent for Section 8 units. "Market Rent" is the rent that a knowledgeable tenant would most probably pay for Section 8 units, as of the date of the appraiser's report, if the tenants were not receiving rental subsidies and rents were not restricted by HUD or other government agencies.

Service Contract A contract that directly engages the time and effort of a Contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

Shall Used to express what is mandatory.

Subcontractor Any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, material, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and any person who offers to furnish or furnishes general supplies to the prime contractor or a higher tier subcontractor. The Government does not have privity of contract with a subcontractor.

Work Week Monday through Friday, unless specified otherwise.

C. 2.2 ACRONYMS

ACWP	Actual Cost of Work Performed
AQL	Acceptable Quality Level
ARAMS	Automated Renewal and Amendment System
CFO or OCFO	Office of the Chief Financial Officer of HUD
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer
COB	Close of Business

COR	Contracting Officer Representative
CPO	Office of the Chief Procurement Officer of HUD
CR	Change Request
DACA	Days After Contract Award
EAC	Estimate at Completion
EST	Eastern Standard Time (U.S.)
ETC	Estimate to Completion
GAO	U.S. General Accounting Office
GTM	Government Technical Monitor
GTR	Government Technical Representative
HUD	U.S. Department of Housing and Urban Development
HUDAR	HUD Acquisition Regulation
IPT	Integrated Project Team
IT	Information Technology
IV&V	Independent Validation and Verification
LOE	Level of Effort
NLT	Not Later Than, or No Later Than
OCPO	Office of the Chief Procurement Officer
OMB	Office of Management and Budget
PL	Public Law
PM	Project Manager
PPM	Project Planning and Management
POC	Point of Contact
POP	Period of Performance
PPM	Project Planning and Management
PR	Problem Report(s)

QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
RCS	Rent Comparability Study
SF	Standard Form
TBD	To be determined
U.S.C	United States Code

C.3 APPLICABLE REGULATIONS/MANUALS/DOCUMENTS/ PUBLICATIONS

The most recently approved version of Chapter 9 of HUD's Section 8 Renewal Policy Guide (Guide). http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/mfhsec8

C.4 GOVERNMENT FURNISHED PROPERTY AND SERVICES

The Contractor shall ensure accurate control and accountability of all Government Furnished Property in accordance with terms and conditions of this contract. The Government will furnish, at no cost to the Contractor, the GFP shown below.

C. 4.1 Facilities and Equipment: N/A

C. 4.2 Quality Assurance (QA): The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan defines how the performance standards will be applied, the frequency of surveillance and the minimum acceptable quality level.

C.5 CONTRACTOR FURNISHED ITEMS AND SERVICES

The Contractor shall furnish, all facilities, equipment and supplies required to perform the work under this contract that are not listed under Government Furnished Property and Services.

The Contractor shall provide all management, supervision, personnel, equipment, materials, supplies and other items and services necessary to perform, schedule, coordinate, and assure effective performance of all work completed under the contract. HUD also may also perform inspections of projects located in the areas specified in the contract if determined to be in the best interest of the Government.

C.5.1 Contractor Responsibilities: The Contractor shall only conduct business with designated Government personnel listed as points of contact (POCs). Names of authorized personnel shall be provided to the Contractor by the Government, in writing and updated as necessary throughout the contract period.

U.S. Government records, copies of original results and reports, verified original data, corrected data and corrected supporting final reports which are maintained by the Contractor remain the property of the U.S. Government. These files/results must be surrendered to the GTR.

C.5.2 Contractor Personnel: The Contractor shall provide a Contract Manager/Project Manager who shall be responsible for the performance of work. An alternate shall also be designated to act in the absence of the Contract Manager. These Contractor personnel (main point of contact and alternate point of contact) are considered Key Personnel by the Government and shall be listed as such in accordance with HUDAR 2452.237-70, “Key Personnel”. The Contract Manager/Project Manager or alternate shall have full authority to act on all contact matters relating to daily operations of this contract. Accordingly, at a minimum, the points of contact shall have the technical knowledge of the requirement and be in the position to actually receive assignment, guidance and direction from the GTR, GTM and CO per HUDAR 2452.237-73, Conduct of Work and Technical Guidance, and shall be allocated enough hours to the requirement to ensure successful performance. These points of contact shall each be an employee of the Contractor. An employee of a subcontractor is not acceptable for either of these positions. The Contract Manger/Project Manager or alternate shall be available between the hours of 8:00am to 4:30pm, Monday through Friday EST, except Federal Holidays or when the Government facility is closed for administrative reasons.

C.5.6 Identification of Contractor Employees: N/A

C.5.7 Quality Control Plan: The Contractor shall develop, maintain, enforce and document a Quality Control Plan (QCP). The QCP shall ensure the Government receives the level of quality that is consistent with the requirements specified in this contract. The QCP shall be sufficiently detailed to provide the Contractor’s methodology for identifying and recruiting qualified personnel. The QCP shall also provide the Contractor’s methodology for resolving problems identified by the Government during reviews conducted in accordance with its Quality Assurance Surveillance Plan (QASP). The QCP shall also provide the Contractor’s methodology for establishing an internal feedback system for support personnel, and for resolving problems identified by that feedback system. The QCP shall demonstrate and validate that the services or deliverables to be provided under the contract are completed with a level of quality that meets the minimum performance threshold established in the Government’s QASP. The QCP shall address Quality Management Approach, Quality Assurance, Quality Control and Quality Standards. The Contractor shall provide the associated Quality Control Plan (see C.7.2).

C.6 SPECIFIC TASKS AND DELIVERABLES

C.6.1 SCOPE OF WORK: The Contractor shall perform the following services:

Rent Comparability Studies

The contractor shall prepare Rent Comparability Studies for Section 8 contracts identified by the GTR. These studies shall be conducted throughout the Regions (identified in section C. 1.5.4). The contractor shall prepare the study in accordance with the procedures set forth in Chapter 9 of the Guide. Should there be any differences between the requirements in this contract and the Guide, the requirements contained in the Guide shall prevail.

The Guide can be found at

http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/mfhsec8

C.6.1.1.1 The Contractor shall inspect and analyze Section 8 projects

The Contractor shall Inspect and Analyze the subject Section 8 project and its surrounding neighborhood as discussed in Chapter 9 of the Guide Section 9-9.

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms/hud9

C.6.1.1.2 The Contractor shall select comparables

The Contractor shall select comparables for each primary unit type in accordance with the instructions in Chapter 9 of the Guide.

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms/hud9

C.6.1.1.3 The Contractor shall collect and document data on comparables.

The contractor shall collect data as required by Chapter 9 of the Guide and complete the Rent Comparability Grid (HUD 92273-S8). The appraiser shall use HUD's Excel form to prepare the Grid, unless the GTR agrees to another method of completing the Grid. If the RCS is being created as part of a Capital Repairs Program as noted under C.1.3 Objective, then two Rent Grids shall be submitted, one for “as-is” market rents and the other for “after-rehab”, each clearly noted. A softcopy of the spreadsheet can be located at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms/hud9

C.6.1.1.4 The Contractor shall compute an adjusted rent

The Contractor shall compute an adjusted rent for each primary unit type as directed in Chapter 9 of the Guide.

C.6.1.1.5 Derive a market rent

The Contractor shall use the adjusted rents to derive a market rent for each unit type as directed in Chapter 9 of the Guide.

C.6.1.1.6 Prepare Rent Comparability Studies Report

The contractor shall prepare the report in the format required by the Guide. The report shall comply with the section 9 and appendix of the Guide.

C.7 DELIVERABLES AND MILESTONES

The Contractor shall complete all work, deliver all deliverables and adhere to all milestones as specified herein. The Government reserves the right to make changes to delivery dates.

Deliverable & Task No.	Frequency	# of Copies	Medium/Format	Submit To	Due Date
Quality Control Plan	Once	1	Email/ MS Word	GTR	Fifteen (15) after the Post Award Conference
Rent Comparability Study PWS C.6.1.1	Draft – Once Final - Once	1 1	Email MS Word Document	GTM/GTR	Draft: 30 days from date of assignment Final: Ten (10) days after government has reviewed and returned to contractor for revisions

C.7.1 Acceptance Criteria: All deliverables shall be submitted in a draft format agreed upon by the Contractor and the Government. Acceptance of all deliverables shall be given by the GTR, via email, to the Contractor.

C.7.2 Quality Control Plan: The Contractor's QCP shall be delivered 15 days after the Post Award Conference and updated thereafter. A copy of a comprehensive written QCP shall be submitted to the GTR and within 5 business days when changes are made thereafter. After acceptance of the QCP the Contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to its quality control system.

C.8 PERFORMANCE REQUIREMENTS SUMMARY

The summary chart below lists the contract's primary requirements, the associated performance standards, the expected target performance and the methods of surveillance. While several contract requirements are not listed in the chart below, requirements not appearing on the PRS chart do not negate the Contractor's obligation to perform all requirements as specified in the contract. Additionally, HUD reserves all rights and remedies under the provisions and clauses of the contract when performance of any contract requirement, whether or not listed below, is unacceptable.

HUD will develop a Quality Assurance Surveillance Plan to be used to provide contract oversight. In conjunction with the Contractor's Quality Control Plan and various other methods of assessing performance, the GTR and GTM will perform on-site reviews and/or other types of verification to determine that the specified target performance requirements have been met.

Regular review of Contractor performance is critical to the overall success of the contract. On a monthly basis, the GTR will evaluate the quality of the product or services. These performance standards will be fully enforceable starting 45 days from date of contract award.

The PRS headings are defined as follows:

- **Performance Measure** – This column lists the service the Contractor must perform as indicated in the PWS.
- **Performance Objectives (PWS Reference)** – This column lists the applicable outcome (service required) as stated in the PWS.
- **Performance Standard for Excellence** – States the performance standard(s) that the Contractor must meet as set forth for completeness, reliability, accuracy, timeliness, quality

- **Minimum Acceptable Quality Level (AQL)** – Percentage or minimum required acceptable level of service, [i.e., no more than one customer complaint per report]
- **Surveillance Method** – Lists the assessment/monitoring method the Government will use to evaluate the Contractor's performance in meeting the contract requirements and indicates who performs the surveillance. Definitions of methods of surveillance are below.
- **100% Inspection.** One hundred percent inspection shall be used for those products and services, which are considered critical tasks. All tasks that utilize this method of surveillance shall be reviewed by HUD and certified for its completeness, accuracy, and conformance to HUD's standard.
- **Validated User Complaints.** User complaints will be received through various means of communications, telephone calls, email, forum entries, etc. User complaints will be recorded and maintained by HUD.
- **Periodic Inspection.** Predetermined plans for inspecting part of the work are established using the scope of work.
- **Random Sampling.** Services/products are sampled to determine if the level of performance is acceptable.

Performance Measure	Performance Objective	Performance Standard	Minimum Acceptable Quality Level	Surveillance Method
Rent Comparability Studies (RCS)	The Contractor shall provide rent comparability studies	The contract shall deliver a RCS*	The Contractor shall deliver a RCS that shall comply with all of the instructions in Sections 9-9 through 9-13 of the Section 8 Renewal Policy Guide.	100% inspection by GTR.

SECTION D-PACKAGING AND MARKING

D.1 PAYMENT OF POSTAGE AND SHIPPING COSTS

The contractor must pay for all postage and shipping costs related to the submission of information (including reports and forms) required by this contract. The unit prices in Section B are inclusive of all postage, shipping, and delivery charges.

D.2 MARKING

All information submitted to the Contracting Officer, Government Technical Representative, and Government Technical Monitor must clearly indicate the contract number/task order number.

All documents submitted or reports produced by the contractor must be suitably marked as contractor products or that contractor participation is appropriately disclosed.

SECTION E-INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

E.2 HUDAR 2452.246-70 INSPECTION AND ACCEPTANCE. (FEB 2006)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) or other individual as designated by the Contracting Officer or the GTR.

SECTION F-DELIVERIES OR PERFORMANCE

F.1 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.2 FAR 52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed -

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

SECTION G-CONTRACT ADMINISTRATION DATA

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SECTION H-SPECIAL CONTRACT REQUIREMENTS

H.1. CONTRACTOR RESPONSIBILITIES FOR PUBLICATIONS, FORMS AND HANDBOOKS

- a. The Contractor is
 - Responsible for obtaining and maintaining all applicable forms and publications.
 - Responsible for ensuring that all services are conducted according to current HUD forms and publications.
- b. All of the forms and publications described in this contract are subject to revision. The Government Technical Representative (GTR) will – to the maximum extent possible – notify the Contractor of changes to HUD forms and publications. The Contractor must contact the GTR whenever the Contractor believes a form of publication the Contractor is currently using was superseded.
- c. The contractor will incur the expense for the duplication of any forms/formats necessary to accomplish work under the contract.
- d. The contractor may download publications, forms, and handbooks from the following HUD websites:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/handbks_forms

or HUDCLIPS (HUD's Client Information Policy Systems)

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/

H.2. PUBLIC COMMUNICATION

The contractor must not represent itself as HUD to outside parties. To maintain public trust, and not to mislead the public, the contractor must, when communicating with outside parties, explain that they are a Department contractor. When performing work for HUD, the contractor's personnel must be easily identifiable to the public as a HUD contractor. Contractor personnel must be identifiable through the use of badges, corporate logos, or other distinguishable credentials.

H.3. CORPORATE FILINGS

Upon request of the Government, and at the commencement of the contract term, the Contractor must provide to the Contracting Officer copies of all corporate, partnership or other applicable filings and organizational documents relating to both the Contractor and Subcontractor entities, including, but not limited to, the following: Articles of Incorporation, Certificates of Good Standing, Designation of Registered Agent, Bylaws, and, Incumbency Certificates.

In addition, subsequent to the commencement of the contract term, the Contractor must provide copies of these documents as they are renewed or otherwise amended, together with any other contractor and subcontractor organizational documents requested by the Contracting Officer.

SECTION I- CONTRACT CLAUSES

- I.1 FAR 52.202-1 DEFINITIONS. (Nov 2013)**
- I.2 FAR 52.203-3 GRATUITIES (APR 1984)**
- I.3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)**
- I.4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)**
- I.5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)**
- I.6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)**
- I.7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)**
- I.8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)**
- I.9 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)**
- I.10 FAR 52.203-99 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

- I.11 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)**
- I.12 FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)**
- I.13 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)**
- I.14 FAR 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (OCT 2016)**
- I.15 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)**
- I.16 FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)**
- I.17 FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)**
- I.18 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**
- I.19 FAR 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**
- I.20 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**
- I.21 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)**
- I.22 FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)**
- I.23 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)**
- I.24 FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)**
- I.25 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)**
- I.26 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)**

I.27 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JULY 2005)

I.28 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

I.29 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

I.30 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [one year after expiration of basic contract ordering period].

I.31 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

I.32 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)

I.33 FAR 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in [19.000\(a\)\(3\)](#) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#).

I.34 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

I.35 FAR 52.222-3 CONVICT LABOR (JUNE 2003)

I.36 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

I.37 FAR 52.222-26 EQUAL OPPORTUNITY (SEPT 2016)

I.38 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

- I.39 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**
- I.40 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)**
- I.41 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**
- I.42 FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)**
- I.43 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)**
- I.44 FAR 52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—REQUIREMENTS (MAY 2014)**
- I.45 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)**
- I.46 FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)**
- I.47 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**
- I.48 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**
- I.49 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**
- I.50 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)**
- I.51 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)**
- I.52 FAR 52.232-1 PAYMENTS (APR 1984)**
- I.53 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**
- I.54 FAR 52.232-11 EXTRAS (APR 1984)**
- I.55 FAR 52.232-17 INTEREST (MAY 2014)**
- I.56 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)**
- I.57 FAR 52.232-25 PROMPT PAYMENT (JAN 2017)**
- I.58 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**
- I.59 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**
- I.60 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)**

- I.61 FAR 52.233-1 DISPUTES. (MAY 2014)**
- I.62 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)**
- I.63 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**
- I.64 FAR 52.242-13 BANKRUPTCY. (JUL 1995)**
- I.65 FAR 52.243-1 CHANGES—FIXED PRICE (AUG 1987)**
- I.66 FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**
- I.67 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (JAN 2017)**
- I.68 FAR 52.246-23 LIMITATION OF LIABILITY (FEB 1997)**
- I.69 FAR 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)**
- I.70 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)**
- I.71 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/VFFARa.htm>

<http://www.acquisition.gov/far/index.html>

- I.72 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [*insert regulation name*] (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

- I.73 HUDAR 2452.203-70 PROHIBITION AGAINST THE USE OF GOVERNMENT EMPLOYEES. (FEB 2006)**

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to government employees or a business concern or other organization owned or substantially owned or controlled by one or more government employees. For the purposes of this contract, this prohibition against the use of government employees includes any work performed by the contractor or any of its employees, subcontractors, or consultants.

I.74 HUDAR 2452.204-70 PRESERVATION OF, AND ACCESS TO, CONTRACT RECORDS (TANGIBLE AND ELECTRONICALLY STORED INFORMATION (ESI) FORMATS). (DEC 2012)

(a) For the purposes of this clause-

Contract records means information created or maintained by the contractor in the performance of the contract. Contract records include documents required to be retained in accordance with FAR 4.703 and other information generated or maintained by the contractor that is pertinent to the contract and its performance including, but not limited to: email and attachments, formal and informal correspondence, calendars, notes, reports, memoranda, spreadsheets, tables, telephone logs, forms, survey, books, papers, photographs, drawings, machine-readable materials, and data. Contract records may be maintained as electronically stored information or as tangible materials. Contract records may exist in either final or any interim version (e.g., drafts that have been circulated for official purposes and contain unique information, such as notes, edits, comments, or highlighting). Contract records may be located or stored on the contractor's premises or at off-site locations.

Electronically stored information (ESI) means any contract records that are stored on, or generated by, an electronic device, or contained in electronically accessible media, either owned by the contractor, subcontractor(s), or employees of the contractor or subcontractor(s) regardless of the physical location of the device or media (e.g., offsite servers or data storage). ESI devices and media include, but are not be limited to:

- (1) Computers (mainframe, desktop, and laptop);
- (2) Network servers, including shared and personal drives;
- (3) Individual email accounts of the contractor's principals, officers, and employees, including all folders contained in each email account such as "inbox," "outbox," "drafts," "sent," "trash," "archive," and any other folders;
- (4) Personal data assistants (PDAs);
- (5) External data storage devices including portable devices (e.g., flash drive); and
- (6) Data storage media (magnetic, e.g., tape; optical, e.g., compact disc, microfilm, etc.). Tangible materials means contract records that exist in a physical (i.e., non-electronic) state.

(b) If during the period of performance of this contract, HUD becomes, or anticipates becoming, a party to any litigation concerning matters related to records maintained or generated by the Contractor in the performance of this contract, the Contracting Officer may provide the contractor with a written (either hardcopy or email) preservation hold notice and certification of compliance with the preservation hold notice. Upon receipt of the hold notice, the Contractor shall immediately take the following actions-

- (1) Discontinue any alteration, overwriting, deletion, or destruction of all tangible materials and ESI.
- (2) Preserve tangible materials and ESI. The contractor shall preserve ESI in its "native" form to preserve metadata (i.e., creation and modification history of a document).
- (3) Identify all individuals who possess or may possess tangible materials and ESI related to this matter, including contractor employees, subcontractors, and subcontractor employees. The contractor shall provide the names of all such individuals via email to the HUD official indicated in the notice.

(4) Document in writing the contractor's efforts to preserve tangible materials and ESI. It may be useful to maintain a log documenting preservation efforts.

(5) Complete the certification of compliance with the preservation hold notice upon receipt and return it to the identified contact person; and

(6) Upon the request of the Contracting Officer, provide the Contracting Officer or other HUD official designated by the Contracting Officer with any of the information described in this clause. The contractor shall immediately confirm receipt of such request. The contractor shall describe in detail any records that the contractor knows or believes to be unavailable and provide a detailed explanation of why they are unavailable, and if known, their location.

(c)(1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost or price or the time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(2) The Contractor must assert its right to an adjustment under this clause within [___] (Contracting Officer insert period; 30 days if no other period inserted) from the date of receipt of the Contracting Officer's request made pursuant to paragraph (b)(6) of this clause. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a request submitted before final payment of the contract.

(3) Failure to agree to any adjustment shall be a dispute under the "Disputes" clause of this contract. However, nothing in this clause shall excuse the contractor from providing the records requested by the Contracting Officer.

(e) The Contractor shall include this clause in all subcontracts.

I.75 HUDAR 2452.208-71 REPRODUCTION OF REPORTS. (APR 1984)

In accordance with Title I of the Government Printing and Binding Regulations, printing of reports, data, or other written material, if required herein, is authorized provided that the material produced does not exceed 5,000 production units of any page and that items consisting of multiple pages do not exceed 25,000 production units in aggregate. The aggregate number of production units is determined by multiplying pages times copies. A production unit is one set, size 8 1/2 by 11 inches or less, printed on one side only and in one color. All copy preparation to produce camera ready copy for reproduction must be set by methods other than hot metal typesetting. The reports should be produced by methods employing stencils, masters, and plates which are to be used in single unit duplicating equipment no larger than 11 by 17 inches with a maximum image of 10 3/4 by 14 1/4 inches and are prepared by methods or devices that do not utilize reusable contact negatives and/or positives prepared with a camera requiring a darkroom. All reproducibles (camera ready copies for reproduction by photo offset methods) shall become the property of the Government and shall be delivered to the Government with the report, data, or other written materials.

I.76 HUDAR 2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (APR 1984)

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's

organizational, financial, contractual or other interests are such that:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work may be impaired.

The Contractor, or any of its employees, must not have any financial interests direct or indirect, in the Section 8 project, its ownership or management agent entity, or the principles of those entities.

The Contractor cannot perform any Rent Comparability Study or perform any services required under this contract for any projects if a RCS has been previously performed by the contractor (organizationally), or by one of its employees or subcontractors (individually) for that owner or property in the previous 12 months. The contractor must not perform RCS and shall immediately return the assignment to the GTR with an explanation of the Conflict of Interest.

The Contractor cannot be an employee of the owner, the management agent, or the principals of those entities or have a business or close personal/family relationship with those parties that would commonly be perceived to create bias or a conflict-of interest.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict.

The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

I.77 HUDAR 2452.216-76 MINIMUM AND MAXIMUM QUANTITIES OR AMOUNTS FOR ORDER. (DEC 2012)

- (a) The minimum quantity or amount to be ordered under this contract shall not be less than **59**.
- (b) The maximum quantity or amount to be ordered under this contract shall not exceed **300**.

I.78 HUDAR 2452.216-78 ORDERING PROCEDURES (FEB 2006)

(a) Orders issued under this contract may be placed in writing or via [Contracting Officer to insert authorized ordering methods, e.g., telephone, facsimile (fax) machine, electronic mail (email)].

Alternate I (FEB 2006). As prescribed in 2416.506-70(d), add paragraph (b):

(b) In addition to the Contracting Officer, the following individuals are authorized to issue orders under this contract:

[Continue as necessary]

Alternate II (FEB 2006). As prescribed in 2416.506-70(d), add paragraph (b):

(b) This contract provides for the issuance of task orders on a negotiated basis as follows:

(1) The Contracting Officer will provide the contractor(s) with a statement of work or task description. The contractor(s) shall provide pricing and other information requested by the Contracting Officer (e.g., proposed staffing, plan for completing the task, etc.) within the time period specified by the Contracting Officer. Failure by any contractor to provide all the requested information on time may result in the contractor not being considered or selected for issuance of the order.

(2) The Contracting Officer may require the contractor(s) to present and/or discuss (see (3) below) the proposed task order terms orally. The Contracting Officer will provide the contractor(s) with guidance on the format, location, and duration of any presentations.

(3) The Contracting Officer may discuss the proposed task order terms with the contractor(s) to ensure mutual understanding of the contractor(s)'s technical approach and/or costs or price and/or to reach mutually acceptable final terms for the task order. If more than one contractor is being considered for the task order, any discussions will be held individually with each contractor.

(4) The task order shall be executed by the contractor and the Contracting Officer.

I.79 HUDAR 2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES. (FEB 2006)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract meets all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and any implementing regulations of the Department. The contractor shall be responsible for ascertaining the specific accessibility needs (e.g., sign language interpreters) for each meeting, conference, or seminar in light of the known or anticipated attendees.

I.80 HUDAR 2452.232-70 Alternate II (Deviation May 2015)

(b) Submission of Invoices.

(1) The Contractor shall obtain access and submit invoices to the Department of Treasury Bureau of Fiscal Services' Invoice Platform Processing System via the Web at [URL:https://arc.publicdebt.treas.gov/ipp/fsippqrg.htm](https://arc.publicdebt.treas.gov/ipp/fsippqrg.htm) in accordance with the instructions on the Web site. To constitute a proper invoice, the invoice must include all items required by the FAR clause at 52.232-25, "Prompt Payment."

(2) To assist the government in making timely payments, the contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., block 14 of the Standard Form (SF) 26, block 21 of the SF-33, or block 25 of the SF-1449).

I.81 HUDAR 2452.232-73 CONSTRUCTIVE ACCEPTANCE PERIOD. (DEC 2012)

As authorized by FAR 32.908(c)(1), the constructive acceptance period in paragraph (a)(5)(i) of the clause at FAR 52.232-25, "Prompt Payment," under this contract is [10]

I.82 HUDAR 2452.237-70 KEY PERSONNEL. (FEB 2006)

(a) Definition. "Personnel" means employees of the contractor, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.

(b) The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer. Key personnel shall perform as follows: *[List Key Personnel and/or positions, and tasks, percentage of effort, number of hours, etc., for which they are responsible, as applicable.]* To be completed at time of award

I.83 HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE (MAR 2016)

(a) The Contracting Officer will provide the contractor with the name and contact information of the Government Technical Representative (GTR) assigned to this contract. The GTR will serve as the contractor's liaison with the Contracting Officer with regard to the conduct of work. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.

(b) The GTR for liaison with the contractor as to the conduct of work is [to be inserted at time of award] or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.

(c) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:

- (1) Causes the contractor to perform work outside the statement of work or specifications of the contract;
- (2) Constitutes a change as defined in FAR 52.243 1;
- (3) Causes an increase or decrease in the cost of the contract;
- (4) Alters the period of performance or delivery dates; or
- (5) Changes any of the other express terms or conditions of the contract.

(d) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone, facsimile (fax), or electronic mail.

(e) Other specific limitations [to be inserted by Contracting Officer]:

(f) The contractor shall promptly notify the Contracting Officer whenever the contractor believes that guidance provided by any government personnel, whether or not specifically provided pursuant to this clause, is of a nature described in paragraph (b) above.

I.84 HUDAR 2452.237-79 POST AWARD CONFERENCE (MAR 2016)

The conference will be conducted via telephone conferencing. The Contracting Officer or

designee will provide the contractor with the date, time and contact information for the conference.

I.85 HUDAR 2452.239-71 INFORMATION TECHNOLOGY VIRUS SECURITY. (FEB 2006)

(a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.

(b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract:

[product description, part/catalog number, other identifier, and serial number, if any]

"This product has been scanned for known viruses using *[name of virus-screening product, including version number, if any]* and is certified to be free of known viruses at the time of delivery."

(c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor's failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.

(d) This clause shall not limit the rights of the government under any other clause of this contract.

SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment Number	Attachment Title	Date	Number of Pages	Cross Reference Materials	Document Version
1	Section 8 Renewal Policy	03/07/2016	228		BASE
2	Chapter 9 Section 8 Renewal	01/19/2017	86		
3	HUD92273S8	03/07/2016	1		BASE
4	Contract pricing proposal format		4		BASE
5	Generic Adjectival Ratings	08/30/2016	4		
6	Past Performance Information	08/30/2016	1		
7	Past Performance Survey	08/30/2016	5		

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2016)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **531320 NAICS code.**
- (2) The small business size standard is **7.5 million.**
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (d) applies.
 - ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
 - (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.
 - (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (vii) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiv) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) [52.222-57](#), Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xv): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvi) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xviii) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitation that include the clause at [52.204-7](#).

(xix) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xx) [52.225-4](#), Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan— Certification. This provision applies to all solicitations.

(xxiii) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxiv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.204-17](#), Ownership or Control of Offeror.

___ (ii) [52.204-20](#), Predecessor of Offeror.

___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K.2 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

K.3 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 2014)

(a) *Definitions.* As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is - **[531320]**.

(2) The small business size standard is **7.5 MILLION DOLLARS**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations*. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *(Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.)* The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:

_____.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *(Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.)* The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:

_____.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) *(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.)* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.4 FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1 FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

L.2 FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

L.3 FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

L.4 FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a [**IDIQ-Indefinite Delivery-Indefinite Quantity/Firm-fixed price**] contract resulting from this solicitation.

L.5 FAR 52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

L.6 FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Office of the Chief Procurement Officer, Chicago Contracting Operations Branch, 77 West Jackson Boulevard, Room 2517, Chicago, Illinois 60604-3507.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/VFFARa.htm>

<http://www.acquisition.gov/far/index.html>

L.8 HUDAR 2452.209-70 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST. (FEB 2000)

(a) The Contracting Officer has determined that the proposed contract contains a potential

organizational conflict of interest. Offerors are directed to FAR subpart 9.5 for detailed information concerning organizational conflicts of interest.

(b) The nature of the potential conflict of interest is [Contractor cannot perform Rent Comparability Study for owner and the U.S. Department of Housing and Urban Development]:

(c) Offerors shall provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the offeror has a possible organizational conflict of interest with respect to:

(1) Being able to render impartial, technically sound, and objective assistance or advice, or

(2) Being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

(d) No award shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer.

(e) Refusal to provide the requested information or the willful misrepresentation of any relevant information by an offeror shall disqualify the offeror from further consideration for award of a contract under this solicitation.

(f) If the Contracting Officer determines that a potential conflict can be avoided, effectively mitigated, or otherwise resolved through the inclusion of a special contract clause, the terms of the clause will be subject to negotiation.

L.9 2452.215-70 PROPOSAL CONTENT (MAR 2016)

(a) Proposals shall be submitted in two parts as described in paragraphs (c) and (d) below. Each of the parts must be complete in itself so that evaluation of each part may be conducted independently, and so the identified parts of each proposal may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offeror's name and address, the solicitation number and the date and time specified in the solicitation for proposal submission must appear in writing on the outside of the package.

(b) The number of proposals required is an original and 6 copies of Part I, and 6 copies of Part II.

(c) Part I—Technical Proposal.

(1) The offeror shall submit the information required in L.12, Proposal Preparation Instructions Using Instructions for Best Value Trade Off Acquisitions, designated under Part I-Technical Proposal.

(d) Part II—Business Proposal.

(1) The offeror shall complete the Representations and Certifications provided in Section K of this solicitation and include them in Part II, Business Proposal.

(2) The offeror shall provide information to support the offeror's proposed costs or prices as prescribed elsewhere in L.12, Proposal Preparation Instructions Using Instructions for Best Value Trade Off Acquisitions, for Part II—Business Proposal.

Alternate II (MAR 2016)

(e) Size limits of Parts I and II.

(1) Offerors shall limit submissions of Parts I and II of their initial proposals to the page limitations identified in the L.12, Proposal Preparation Instructions Using Instructions for Best Value Trade Off Acquisitions. Offerors are cautioned that, if any Part of their proposal exceeds the stipulated limits for that Part, the Government will evaluate only the information contained in the pages up through the permitted number. Pages beyond that limit will not be evaluated.

(2) A page shall consist of one side of a single sheet of 8 ½" x 11" paper, single spaced, using not smaller than 12-point type font, and having margins at the top, bottom, and sides of the page of no less than one inch in width.

(3) Any exemptions from this limitation are stipulated under the L.12, Proposal Preparation Instructions Using Instructions for Best Value Trade Off Acquisitions.

(4) Offerors are encouraged to use recycled paper and to use both sides of the paper (see the FAR clause at 52.204-4).

L.10 HUDAR 2452.215-71. RELATIVE IMPORTANCE OF TECHNICAL EVALUATION FACTORS TO COST OR PRICE (DEC 2012)

For the purposes of evaluating offers and the selection of the contractor or contractors under this solicitation, the relative merit of the offeror's technical proposal as evaluated in accordance with the technical evaluation factors listed herein shall be considered "significantly more important than," cost or price. While the proposed cost or price will not be assigned a specific weight, it shall be considered a significant criterion in the overall evaluation of proposals.

L.11 HUDAR 2452.233-70 REVIEW OF CONTRACTING OFFICER PROTEST DECISIONS. (FEB 2006)

(a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the Contracting Officer's decision concerning a protest initially made by the protester to the Contracting Officer. The protestor must submit a written request for an appeal to:

**Keith Surber, Chief Procurement Officer
US Department of Housing and Urban Development
451 7th St., Room 5256
Washington, DC 20410**

not later than 10 days after the protestor's receipt of the Contracting Officer's decision (see FAR 33.101 for the definition of "days").

(b) The HCA shall make an independent review of the Contracting Officer's decision and provide the protester with the HCA's decision on the appeal.

L.12 Proposal Preparation Instructions Using Instructions for Best Value Trade Off Acquisitions:

GENERAL INSTRUCTIONS:

As part of the proposal submission, offerors shall submit a Proposal Matrix using the table below or similar format, which maps what page of the proposal addresses each Performance Work Statement/Statement of Work/Tasks requirement identified under Technical Approach, and which page of the proposal fully addresses each Evaluation Factor. The offeror shall use the appropriate column to fill in the requirement as stipulated in the RFP to which the page/section number applies.

Proposal Page(s)/Section Number(s)	RFP Requirement	Statement of Work	Section L or Instructions to Offerors	Section M or Evaluation Factors	Comments

TECHNICAL APPROACH (Shall not exceed 25 pages)

- The offeror shall submit a technical approach that demonstrates logical and feasible methods for meeting the requirements described in the *Performance Work Statement/Statement of Work Tasks C.6 through C.6.1.1.6* the offeror must address the specific tasks and meeting the performance objectives outlined within the solicitation.
- The offeror shall submit a project schedule of all tasks and subtasks, meetings and deliverables that demonstrate a clear understanding of the required operations and HUD requirements with realistic timeframes for performing all tasks.
- If the offeror is proposing subcontractors, the offeror shall clearly identify its subcontracting arrangements and what aspects of the work will be performed by the prime and what aspects of the work will be performed by each subcontractor and reporting relationships of all subcontractors in its technical approach.

MANAGEMENT PLAN (Shall not exceed 15 pages)

- The offeror shall submit a Management Plan that is clear, concise, and demonstrates that it will result in meeting the objectives and requirements contained within the Statement of Work/Performance Work Statement tasks identified under the instructions for Technical Approach.
- The offeror shall submit a Management Plan that details:
 - key personnel and responsibilities;
 - ⊖ a plan that demonstrates successful communication and coordination between the contractor and the government personnel/roles;
 - clear lines of authority from the top of the organization to all those working on this effort;

PAST PERFORMANCE

The offeror shall submit the following information/documents:

- A completed chart providing the information required by the Past Performance Information chart in Attachment **J-6 and 7**. The chart shall reflect **all** relevant past performance performed in the *three-year* period immediately preceding submission of the proposal and all work currently being performed. If the offeror has more than 5 relevant past performance references, then the offeror shall provide the most recent 5 references. As an attachment to the chart, the offeror shall provide a narrative describing the past performance references that reflect the most relevance to the services being obtained under the contract to be awarded. The narrative shall clearly establish the relevancy of the past performance to the current requirements. (Narratives shall not exceed 1 page per reference.)
- If the offeror is proposing to subcontract (or use joint ventures/ partners, or other entities other than the prime contractor to perform) more than 20% of the contract value, the offeror shall submit a separate chart and narrative described for past performance above, for the proposed subcontractor(s).
- The contractor shall provide the survey contained in Attachment **J-4** to each past performance reference in sufficient time for the reference to complete and submit the survey directly to the HUD Contracting Officer prior to the date and time for submission of proposals. Offerors are not required to submit surveys for references where past performance is available in the Past Performance Information Retrieval System.
- If past performance for the offering firm does not exist, the Offeror may substitute past performance of key personnel that will be performing major aspects of the work under any resulting contract. If the Offeror chooses to make such a substitution, the offeror must clearly identify the substituted key personnel by name and title proposed. Only the past performance of Key Personnel overseeing the entirety of the proposed project will be considered in substitution for the firm's past performance under this factor. The contractor shall provide the survey contained in Attachment **J-4** to each past performance reference with first-hand knowledge of the performance of the substituted Key Personnel in sufficient time for the reference to complete and submit the survey directly to the HUD Contracting Officer prior to the date and time for submission of proposals.

KEY PERSONNEL (Resume shall not exceed 2 pages per person submitted)

The offeror shall submit Key Personnel resumes that demonstrate sufficient relevant prior experience, qualifications, education, and certification for personnel proposed to fill the key positions identified by the offeror. Additionally, the Key Personnel proposed and the number identified must reflect adequate capabilities or skill sets to ensure the outcome and benefits sought by the government are achievable. The offeror shall state what percentage of the Key Personnel's work week time will be dedicated to the performance of the contract. Letters of commitment are required for all Key Personnel.

Specific Key Personnel requirements are as follows:

Offeror must provide a Certified General Appraiser licensed and in good standing where the project is located. The license may be temporary or permanent in the state of service.

PRICE

The Offerors shall submit prices that are consistent with the requirements set forth in the Statement of Work and in the format requested in Attachment **J-4** of this solicitation. If the offeror proposes annual cost of living increases, the offeror must support the proposed increases with historical and relevant market index information. Offerors shall break down their total price to reflect labor categories, labor rates, number of hours, materials and any other costs that make up the bottom line price.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 TECHNICAL APPROACH

- The government will evaluate the following regarding the proposed Technical Approach:
 - How well the proposal demonstrates logical and feasible methods for meeting the requirements described in Performance Work Statement/Statement of Work Tasks C.6 through C.6.1.1.6 and meeting the performance objectives outlined within the solicitation;
 - How well the project schedule demonstrates:
 - a clear understanding of the required operations and HUD requirements; and
 - realistic timeframes for performing the PWS/SOW tasks and associated deliverables identified in the Instructions to Offerors.
- If the proposal includes subcontractors, how well the proposed approach delineates the technical responsibilities between the prime and the subcontractor(s). *and*
How well the proposed labor mix is based upon reasonable assumptions and is consistent with the requirements set forth in the Statement of Work and the proposed technical approach.

M.2 MANAGEMENT PLAN

- The government will evaluate the following regarding the proposed Management Plan:
 - How well the proposal supports the achievement of the Government's objectives and requirements outlined in the solicitation regarding:
 - Key Personnel and responsibilities;
 - subcontracting arrangements and reporting relationships of all subcontractors;
 - successful communication and coordination between the contractor and the government personnel/roles;
 - clear lines of authority from the top of the organization to all those working on this effort
 - schedules of all tasks and subtasks, meetings, and deliverables; and

M.3 PAST PERFORMANCE

In evaluating Past Performance, HUD will address four components – recency, relevancy, quality, and sufficiency. This factor's primary emphasis is to assess the past performance of the proposed prime contractor (or in the case of joint ventures or some other teaming arrangement, the primary member of the team) or that of substituted key personnel. However, if significant subcontracting/use of other teaming arrangements is anticipated, the past performance history of the proposed subcontractors/other team members must also be evaluated.

- All references will be first assessed for recency and HUD will consider only references performed within the three years immediately prior to submission of the proposal;
- Of those determined to be recent, HUD will assess the degree of similarity in scope, value and magnitude the past performance efforts submitted have to the solicitation requirements to determine relevancy;
- HUD will then assess relevant past performance efforts for quality;
- HUD's overall assessment will be based upon sufficiency of high quality past performance and risk of nonperformance.

The final rating under this factor will encompass the totality of the information provided, including completeness, relevancy, and the depth, breadth, and quality of only relevant past performance for the proposed prime contractor and proposed subcontractor/team members or substituted key personnel. The final rating will range from Excellent (High Confidence) to Unacceptable (Low Confidence). Offerors that have addressed the factor and have no relevant past performance

history by the prime, any subcontractors/team members, or substituted key personnel will be rated as Neutral (Unknown Confidence). Offerors that fail to address the factor will be determined to have not complied with the solicitation requirements and will receive the lowest possible rating.

HUD is not restricted to evaluating the information provided by the offeror or the surveys provided by references and may utilize information obtained from any source. HUD will obtain additional information from the Government's Past Performance Information Retrieval System (PPIRS), if available.

M.4 KEY PERSONNEL

- The government will evaluate the following regarding the proposed Key Personnel:
 - How well the resumes demonstrate relevant prior experience, qualifications, education, and certification, if applicable, for personnel proposed to fill the key positions identified in the solicitation;
 - How well the number of key personnel identified and/or the amount of time each will commit to the effort, reflect a clear understanding of the requirement described in the Statement of Work/Performance Work Statement; and
 - Whether letters of commitment were submitted and are acceptable.

M.5 PRICE

Price will be evaluated separately from Technical and other non-cost/price factors, and will be evaluated as follows:

Reasonableness. The reasonableness of the total price proposed will be evaluated as follows:

- On the basis of adequate price competition, by comparing the proposed prices among offers; and/or;
- Comparing proposed prices to the Independent Government Cost Estimate to ensure that prices are reasonable for the results to be achieved; and/or
- Comparison of proposed prices to valid historical prices paid, whether by the Government or other than the Government, for the same or similar items, adjusted for material differences and differing terms and conditions, quantities and market and economic factors; and/or
- Use of parametric estimating methods/application of rough yardsticks (such as dollars per pound or per horsepower, or other units) to highlight significant inconsistencies that warrant additional pricing inquiry; and/or
- Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements; and/or
- Comparison of proposed prices with prices obtained through market research for the same or similar items; and/or
- Analysis of data other than certified cost or pricing data provided by the offeror at the request of the Contracting Officer.
- *Ensuring the proposed labor mix and level of effort is based upon reasonable assumptions and is consistent with the requirements set forth in the Statement of Work and the proposed technical approach.*

Unless it is determined not to be in the Government's best interest in accordance with FAR 17.206(b); offers will be evaluated for award purposes by adding the total price for all options to the total price for the basic requirement.

Unbalanced Pricing - Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. The Government will analyze offers to determine whether they are unbalanced with respect to separately priced line items. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

M.6 BEST VALUE AWARD

- The government will use a best value trade off process; thus the Government may award to other than the lowest priced offeror or other than the offeror with the highest rated technical proposal. Each offeror's total evaluated price will be traded off against the offeror's technical portion of the proposal, to determine the overall best value to the Government, if needed. The best value is represented by the most advantageous offer, price and non-price factors considered.
- All evaluation factors listed, other than cost or price, when combined, are significantly more important than cost or price. However, as the offerors become more equal in technical merit, the importance of price to the evaluation decision will increase. The Government shall make award to the offeror who represents the overall best value to the Government.